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ABSTRACT

This document analyzes the events and circumstances surrounding the collective negotiations between faculty and administration at the Community College of Beaver County (Pennsylvania) during the summer of 1976; the impasse that resulted concerning the issue of retrenchment; the Board's refusal to accept a faculty offer to continue negotiations after the start of the fall semester and its decision to close the college for the semester if no settlement could be reached ("no contract, no work"); and the ultimate resolution of the issues which concluded in a contract and operation of the college. Contributing factors included a history of strained relations between faculty and administration in previous contract negotiations, and the Board's fear of liability to student legal suits if the 15-week semester specified in the college catalog could not be met due to a mid-semester strike. A contract was agreed upon in late September, after postponement of the scheduled opening of the college, due to intervention of a state negotiator. The faculty conceded on eight of twelve issues and accepted a compromise on the retrenchment issue on the basis of the negotiator's argument that larger issues of governance could only be resolved if the faculty settled and used the grievance procedure to work them out. The threatened lockout had little apparent effect on the outcome. (JDS)

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SPECIAL REPORT #30

May 1977

FROM IMPASSE TO "LOCKOUT": COMMUNITY COLLEGE OF BEAVER COUNTY, SEPTEMBER 1976

by
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In September, 1976, the Community College of Beaver County, Pennsylvania decided to delay the opening of the Fall semester until it had a signed contract with the faculty union. The event was chronicled widely as a lockout, almost unheard of in higher education. Rumors as to the causes, process and effects were so varied and so broadly discussed that ACBIS asked Dr. Kenneth P. Mortimer, Director of the Center for the Study of Higher Education, Pennsylvania State University, to help us obtain an accurate description of the situation. Janet Bacon obtained the cooperation of the parties, conducted interviews, and reviewed pertinent documents. We think this "inside" story should be helpful to anyone considering the opportunities and limitations of "lockout" for settling bargaining impasses.

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FROM IMPASSE TO "LOCKOUT":
COMMUNITY COLLEGE OF BEAVER COUNTY, SEPTEMBER 1976

by

Janet N. Bacon

INTRODUCTION

After a two-week work suspension, [1] the Board of Trustees of the Community College of Beaver County (CCBC), Monaca, Pennsylvania, voted on September 1976 to close the college if the Society of Faculty and the College could not come to an agreement in their collective bargaining negotiations. This action, the first in the Commonwealth of Pennsylvania since the 1970 passage of the public sector bargaining law (Act 195), occurred during a negotiation in which retrenchment was the major issue outstanding. The threatened closing was averted by a faculty ratification of the contract on 27 September 1976 as the Board was meeting to close the college. This report will attempt to describe the general tenor of negotiations at CCBC since their inception in the 1971-1972 school year, to detail events before and during the most recent negotiations, and then to assess the items of importance in the threatened closing.

Material for this report was obtained from several sources. Interviews were conducted on 14 and 15 December 1976 at the Community

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[1] The situation at CCBC was not brought to legal action; hence, it was never legally defined a lockout. However, a work suspension did occur during a labor dispute. This makes the situation more than an impasse, which is simply the inability to come to an agreement, and does not imply a work suspension. The title of the report embodies the distinction between the two terms for the sake of precision and in an attempt to maintain objectivity. Any references in the text to the two terms are made with this distinction in mind.

College of Beaver County with the president, the vice president for business (the college's chief negotiator and contract administrator), the vice president for academic affairs, the dean of students (member of the administration's bargaining team), the president of the Society of Faculty, the chairperson of the Society's negotiating team, the local Pennsylvania State Education Association (PSEA) negotiator for the Society, and the state PSEA negotiator called into help settle the contract. The coordinator of community colleges of the Pennsylvania Department of Education was also contacted by telephone. Additional information was gathered from a Carnegie Corporation-supported report on collective bargaining in Pennsylvania in 1975 and from the interviews at the college upon which that report was based (Walter J. Gershenfeld and Kenneth P. Mortimer with the assistance of Mark Johnson, Faculty Collective Bargaining Activity in Pennsylvania: The First Five Years: 1970-1975, Philadelphia and University Park: Center for Labor and Manpower Studies, Temple University, and Center for the Study of Higher Education, The Pennsylvania State University, April 1976). Section 3 relies heavily on this five-year report. Various documents from administrative and Society of Faculty files were also consulted. Administration and faculty reviewed and commented upon the report in draft form. Their comments and suggestions have been incorporated into the report where they contributed to the clarity and/or completeness of the material.

THE COLLEGE

The Community College of Beaver County (CCBC) is only 10 years old. It was founded by its first president, who convinced a number of the local school districts to support a community college in the area. CCBC lies in a semirural area that is also the tenth largest industrial area of Pennsylvania. The 5-year old campus is only 3 miles from the population center of the county and within 30 minutes driving distance of the most remote point of the county. The college, fully accredited by the Middle States Association, offers transfer and vocational-technical curricula, with emphasis on the latter. About 80 percent of the current 1331 full-time equivalent (FTE) students, most of whom come from the local area, are enrolled in the vocational-technical curriculum.

CCBC is sponsored by 13 of the 15 school districts in the county at a maximum support millage of 3 mills. Millage can be altered only by referendum.

CCBC grew significantly from 1969, when it had 524 degree-credit students,[2] to 1972 when it had 1243 FTE. That number held roughly

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[2]Fall Enrollment in Higher Eduacation, 1969: Supplementary Information: Institutional Data. Washington, D.C.: National Center for Education Statistics, 1971, pp. 52-53, Table 1.

constant for 1973, then increased to 1307 in 1974, and to 1481 in 1975. As of Fall 1976 the FTE total was 1331.[3]

Pennsylvania Department of Education figures indicate that, as of Fall 1973, the full-time faculty at CCBC numbered 66; part-time, 54. For Fall 1974 the figures are 59 full-time and 54 part-time; for Fall 1975, 59 and 80, respectively.[4] (The number of part-time faculty members varies from semester to semester.)

While the reasons for these changes in full-time and part-time faculty members are not entirely clear from the figures alone, the figures do demonstrate that steady growth in enrollment has not meant steady growth in the number of full-time faculty positions; only part-time positions increased. Such shifts in numbers have contributed to heightened faculty consciousness about job security for full-time faculty members. Some of the shifts in numbers have been due to retrenchment over the last several years, and some of the retrenchments have been the subject of grievances. One full-time faculty member who was being retrenched, retired and then was rehired on a part-time basis; at least one other retrenched faculty member has been subsequently rehired; a third faculty member who was to be retrenched was placed in a related area for which he was qualified; and one of the grievances that resulted from retrenchment became a Pennsylvania Supreme Court case.

By its fifth year, CCBC was experiencing the same financial problems that faced other colleges in the early seventies. The current president was brought in at that time specifically to bring the budget back into balance. Administration reports that classes and faculty salaries have increased, and that the college is financially sound even though the millage remains the same.

COLLECTIVE BARGAINING AT BEAVER: ITS CHARACTER OR ETHOS

In collective bargaining, issues tend to be the same, but the context within which the issues are heard and resolved varies. There is, in other words, a character or ethos of bargaining that is made up of such factors as (1) administration and faculty acceptance or rejection of bargaining and their concept of what is or is not bargainable; (2) the amount of power on each side of the table; (3) the kinds of strategies used--e.g., aggressive/passive, force/persuasion,

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[3]Figures obtained from dean of students, CCBC, Winter 1977.

[4]Three successive years of one publication were used for these data: Our Colleges and Universities Today: Faculty and Other Personnel at Pennsylvania Institutions of Higher Education: 1973-74, p. 11; 1974-75, p. 13; and 1975-76, p. 12. Harrisburg Pennsylvania Department of Education, 1974, 1975, 1976.

pressure/delay; (4) the amount of trust on both sides; (5) the bargaining skills of the teams; and (6) the concept of how an institution of postsecondary education should be governed. It is via this ethos of the bargaining process itself, a process unique to each institution, that the functionality or dysfunctionality of the events in a given collective bargaining situation can be understood.

Unionization at Beaver occurred subsequent to administration-instituted discussions with the faculty senate in the 1971-1972 school year following the passage of the public sector bargaining law, Act 195, in 1970. A faculty respondent reported that these original discussions with the senate were not negotiations, but in fact constituted management's initail and final offer. An unfair labor practice charge was filed, and the colllege management was told by the Pennsylvania Labor Relations Board (PLRB) to negotiate with the Society of Faculty. The response to the unfair labor practice charge was to negotiate with the Society and make those negotiations cover the 1971-1972 academic year. The unit recognized by the PLRB was formed by joint cerification of the parties and included full-time faculty members, librarians, and counselors. In a later unit clarification, the Society agreed to withdraw its request for the inclusion of department chairpersons; the administration, to withdraw its opposition to inclusion of coordinators. The first contract ran from 1972 to 1974 and was retroactive to the 1971-1972 school year for the salary increase only; the increase applied to those employed prior to Fall 1970. The second contract ran from 1974 to 1976.

The senate was dissolved with the advent of collective bargaining, at the demand of PSEA. The sole formalized relationship between the parties is contractual. (Some members of the administration have indicated an interest in the development of a more collegial model because they feel that faculty leadership has been concentrated in the hands of a few faculty leaders who do not nesessarily represent the total faculty.) Student involvement in collective bargaining or matters of governance has been virtually nonexistent at the college.

Preparation for bargaining by both sides was within the normal ranges of consultation. During the first negotiations, administration reacted to faculty demands; during the second, administration asked its staff to comment on the existing contract before

negotiations began. PSEA supplied a staff person to lead the negotiations; the administration used internal talent and an experienced labor relations attorney. Mediation was used in both agreements.

Negotiations were protracted for the first contract. The agreement took 14 months to negotiate; it was not settled until September 1972 and was retroactive to the 1971-1972 school year for salaries only.

On the basis of the contract agreement, the Society filed its notification of intent to bargain, as specified in the contract, which was due to expire in August 1974. But since the Society did not believe real bargaining would begin until close to the final deadline for contract renewal, it did not deliver its demands until July 1974. For this second contract, 40-50 negotiation sessions were held in those last few months.

From the beginning, the administration rejected any nonmandatory subjects of bargaining. Act 195 limits bargaining to the "wages, hours and others terms and conditions of employment" and contains a management rights clause:

> Public employers shall not be required to bargain over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion or policy as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel (Article VII, Act 195).

Thus, contracts at CCBC have been narrower in scope than at many other institutions. Grievances have been defined as "alleged violation of a specific article or section" of the agreement and "that the College acted in an arbitrary and capricious manner contrary to policy governing a faculty member."

Issues have tended to remain the same: salaries, work load, and fringe benefits, with some variation in the specifics. In the first contract, resolution of what faculty perceived to be an inequitable merit pay system was a major issue and had been a principal impetus to bargaining. At the time the union was organizing, comparisons were made between the salaries at CCBC and those in the public schools, and disparities were noted. Such comparisons were the norm for salary settlements at the college in the first two rounds of negotiations.

The initial agreement provided a salary increase of $900, retroactive to the 1971-1972 school year, and increases of $750 and $900 for the following two years. (The $900 in 1971-1972 was the result of a complicated set of negotiations. The college had already given raises of $750; it eventually added $150, retroactive to Fall 1971.)

In the second round of negotiations, salaries were a major issue. There was a fair amount of discussion over whether initial demands were financially "realistic." Eventually, the settlement provided salary increases of $1020 across the board for 1974-1975, and $1125 for 1975-1976.

As a means of job protection, the Society also asked for a college-wide curriculum committee that would have power over curriculum, including the waiving of required classes in the event of low enrollments and moving courses from one department to another. The administration was not agreeable to negotiating the committee into the contract, but did institute a faculty advisory committee through a memorandum of understanding. Faculty report that the leadership of the committee was not effective and the committee accomplished little.

During the first two contracts, at least 14 grievances were filed. These dealt mainly with denial of overload request, retrenchment, classroom observation, and tenure. Four grievances went to arbitration. Two of these four were on retrenchment, one on salary, and one on seniority. Administration files as of July 1975 indicated that the administration had won on retrenchment and compromised on salary ranges. The PSEA negotiatior, on the other hand, stated that as of January 1976 the Society had won all of the arbitrations.

One retrenchment case became a significant court case. On 4 February 1975, the Commonwealth Court ruled (No. 631, C.D. 1974) that it had jurisdiction over arbitration decision appeals under the Public Employee Relations Act, as opposed to a 1927 statute that lodged appeal jurisdiction in the Court of Common Pleas. Substantively, the court held that an arbitrator had exceeded his jurisdiction when he ruled that the college was required to give hiring preference to retrenched full-time instructors when hiring for future part-time positions, and over-turned the award. The court noted that the agreement specifically excluded part-time employees and reasoned that the protection of the agreement could not be extended to include them. The PSEA negotiator reports that this case has subsequently been carried to the Pennsylvania Supreme Court, where PSEA feels it has a good chance to win.

A lockout and/or strike was considered as a possibility during the second round of negotiations in the Summer of 1974. Some of the "unrealistic" initial faculty demands had been resolved, but the Society was holding out for salary increases. As the beginning of the academic year approached, the administration made clear its determination not to open if no agreement were reached. Administration developed contingency plans, depending upon the timing of the contract settlement. The first plan called for closing the college for two weeks and shortening vacations to make up the time; the second, for canceling the first semester; the third, for canceling both fall and spring semesters. Moreover, some sources alleged that the college held training sessions for administrators in riot control and the use of billy clubs and Mace, sessions that faculty members discovered and photographed. Administration states that this training was for the security of the campus, not for strike-breaking. It also reports that "all (the pictures) show is a group of administrators using fire extinguishing devices." The Society, thinking it did not have the support of the faculty on the salary issue and trusting the word of the college's lawyer that no funds were available to meet its demands, settled and averted a lockout and/or strike.

NEGOTIATIONS FOR THE THIRD CONTRACT: BACKGROUND AND ISSUES

The Society of Faculty, following its previous pattern, notified administration of its intent to bargain in August 1975 and prepared, it says, to develop a "realistic" set of demands. Again, as in the second contract round, it planned to deliver demands in the summer. Negotiations were, however, delayed at the president's request until 14 July 1976, because the 13 local school boards were scrutinizing the college's budget. Budget approval was delayed because, given the financial stringency that many school districts are facing today, the districts decided to look into the college's budget. Following some adjustments by the college, the budget was settled in early June.

The Society of Faculty presented its demands in mid-June, and the administration, after reviewing the demands, was ready for negotiations in mid-July. By the end of August, three packages of issues, or about 12 separate items, were as yet unresolved. These included retrenchment, salary, and overload. The chief issue, the two sides agree, was retrenchment.

Retrenchment arose as the major issue, the Society reports, because of the number of faculty members who have been retrenched over the last several years and because the Society felt more retrenchment was imminent. Moreover, it felt the retrenchment policy was not clearly worked out and evenly implemented by the administration. It reports, for example, that recently one faculty member carrying 9 hours was not retrenched and one with 12 hours was. It also feels that in about 3 cases members of the faculty who were active in the union or otherwise opposed the president's wishes were retrenched. Finally, the Society feels that the college forced some faculty members into a retrenchment position by scheduling

classes so that the courses a given faculty member could teach were all offered at the same time, or that classes were poorly scheduled --i.e., too early or too late in the day, and that the administration's promotion of the college is inadequate.

To resolve the retrenchment issue, the Society was asking that 15 hours be considered the normal load, except in cases of possible retrenchment when 12 hours would be considered a full-time load. This was, the Society says, merely a request to formalize an unwritten policy regarding minimum load.

Two other issues outstanding were salary and work load: the faculty were asking for about $1600; the administration was offering $1125. The faculty wanted equalization of credit hours and contact hours, and reduction of normal loads from 15 credit hours and 25 contact hours to 12 credit hours and 20 credit hours. The administration made its final offer at the end of August 1976 and the Society turned it down. In response, the Society offered to begin the school year while continuing negotiations and, if no agreement could be reached, to submit to binding arbitration. The administration agreed but only if the faculty would promise not to go out on strike in the middle of the term. (it had seen another community college go through a strike during the term and did not want to face the same pressures.) The faculty said they would not give up their right to strike. The Board of Trustees then said, "No contract, no work." (For one whole year, classes had remained in session while the first contract was under negotiation.) A mediator was called in, and negotiations continued. Classes, scheduled to begin on 2 September (Thursday), were postponed one week. During this week, two lengthy meetings were held with the Society of Faculty (in addition to time spent outside of the meetings), and still no settlement was reached. The Society held firm on its demands; administration reaffirmed its final offer of 30 August.

According to the Society the impasse issue of retrenchment seemed amenable to settlement in its first mention at the negotiations. The administration's chief negotiator had indicated, when the union asked for the 15-12 load criterion differential, that 12 credits had always been considered the minimum work load although it was not a regular full-time load. Another administrator did not want this policy in the contract; it had never been put into writing because the college had no policy manual prior to bargaining, and the one issued in April 1974 made no mention of work load.

After the first week of postponements and faculty firmness, the Board had to decide whether to change its philosophy and open without a contract or to hold firm. It decided to hold firm, for several reasons: (1) The State Board of Education requires a 15-week semester. (2) Recent court decisions have increasingly viewed the college catalog as a contract between the student and the college, so that if the college violates the contract, it can be sued. If CCBC accepted tuition, the Board reasoned, it was liable to suit if it defaulted in

providing the 15-week term specified and required by the catalog. (3) Proposed amendments in the Pennsylvania Code, Community Colleges, Section 35.30, would compel colleges, where the academic term is disrupted through no fault of the student and instruction is not provided "Within the time frame specified in the catalog," to provide a refund to students according to policy established by the college. Although this provision had not yet been passed, it had been seriously discussed, the coordinator of community colleges of the Pennsylvania Department of Education (PDE) reports, at a meeting of representatives of the PDE, the Council of Community College Presidents, and members of the statewide group representing community college trustees.[5] That the Board of CCBC had the proposed Section 35.30 in mind seems clear from the reference to the time requirement in the "Position Statement" issued by the Board when it announced possible cancellation of the fall semester.

Other factors in the Board's decision to hold firm, according to administration, were: (1) Several members of the Board of Trustees of the college were affiliated or worked with industrial unions (the college is near Pittsburgh) and held firmly to the principle "No contract, no work." (2) The College had seen a strike at another community college in Pennsylvania and did not want to be faced with the same kind of pressure. (3) One member of the administration said that internal politics had split the Board and led several members of the Board to foment the issue.

Finally, then, the Board of CCBC had to determine the latest possible date to which it could postpone classes and adjust vacation times and still meet its 15-week semester requirement. It issued the following statement on 15 September 1976, out of the Office of the President:

BOARD OF TRUSTEES

Position Statement

> The Board confirms the College's final offer made to the faculty union on September 10 as attached.
>
> Since the College will be unable to provide the scheduled instruction for the fall semester within the time frame specified in the catalog, if final agreement is not reached on or before 5:00 p.m. on September 23, the Board will cancel the fall semester.

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[5]The coordinator of community colleges, PDE, reported in April 1977 that the State Board of Education had passed Section 35.30 and that it was out in 30-day period of advertisement required before becoming a permanent regulation.

> The College administration is instructed to directly inform all College constituents of the content of this statement.

To this statement the Board attached a three-page summary of its offer. This attachment does not appear to contain the final contract language that resolved the retrenchment issue.

According to faculty and administration, the Position Statement appeared to have little effect on the direct progress of negotiations. Some in the union simply did not believe the administration would or could close the college. Others in the union viewed the announcement to close as a sheer power play designed to show the Society that the administration did, indeed, have the power it claimed. Such faculty members were equally determined to show the administration that they did, indeed, have the solidarity to hold out. Those who viewed the announcement as serious were so committed to a satisfactory resolution of the retrenchment issue that they were prepared to hold out until they got what they wanted. According to one administrator, the firmness of both the faculty and the administration was a surprise. As he put it: "Nobody expected the faculty to stand so firm; nobody expected the college to stand so firm."

While everyone involved in the negotiations was meeting constantly to resolve the situation and trying to figure out how it could be done, the administration did make plans to close the campus and to make accommodations for the students to attend other colleges.

According to faculty and administration, students were quite upset about the postponements, particularly second-year students. Students appear to have chosen the faculty side in the impasse, following an open forum in which the college's chief negotiator and the president of the Society of Faculty discussed their respective positions. After this meeting, held some time shortly after the 15 September Board action, students began to picket the president's house and contact the media and local and state political officials. Later, the administration reports, it won some student support.

The college did not actually close, although tuition refunds began on 24 September, one building was closed, secretaries were laid off, plans were made to move administrators off the campus, and the dean of students and the academic vice president did begin on the morning of 27 September to phone other colleges to make final arrangements for the accommodation of CCBC students at those colleges.

Cancellation of the term was averted on 27 September when the Society of Faculty voted 28 to 17 to accept the contract. (They felt the offer on retrenchment was acceptable, although its form was different from their initial request, and they were willing to concede on salary and load.) According to the PSEA negotiator, they

conceded on 8 of the 12 items outstanding as of the end of August.

The one part of the retrenchment section of the contract that resolved the issue reads as follows:

Article XXXII

RETRENCHMENT

A. Retrenchment because of financial considerations, program curtailment, elimination of courses or other reasons shall be applied as hereinafter set forth.

1. If the number of full-time employees is to be reduced, the President, with the advice from the appropriate supervising administrators, including department chairpersons, shall determine in the case of each affected department or program what courses and services are most necessary to maintain quality education and services at the College. In making his/her determinations on reductions, the College President shall consider the following factors in addition to those reasons as defined above:

(a) The enrollment, the trends in enrollment and their effect upon the department or program.

(b) The present and anticipated service needs of the College and its students and prospective students.

(c) Information concerning faculty and administrative vacancies occurring through retirement, resignation and leaves of absence.

(d) Before arriving at proposed reduction in force decisions, the President will confer with representatives of the Society regarding proposed reduction plans and will consider their opinions in the matter.

The Society did not win its demand to have 12 hours accepted as a full-time load in cases of retrenchment. The contract did include the statement that retrenchment shall not occur if "the resultant cumulative load approaches within three credits or five contact hours of the standard teaching load on a semester basis" (Article XXXII, Section C2).

According to Society leaders and the PSEA negotiator, the Society did not create article XXXII of the contract.

It was given to them during a night meeting at the home of the chairperson of the faculty team, with the understanding that the Society would submit it as if it were the Society's idea. It did. According to the faculty, this marked the turning point in the negotiations: It made the Board feel that the faculty were giving in. According to the administration, the turning point was the arrival of a state PSEA negotiator who came in on 26 September, the day before settlement, and was able to convince the Society to settle. The negotiator feels he played a critical role, for he convinced the union that the larger issues of who should govern the institution that the faculty felt were at stake were not on the table and could only be resolved if the faculty settled and used the grievance procedure to work them out.

Other governance matters were negotiated into the contract. Faculty now have three voting members on the Academic Council[6] (a trade-off they say was in return for withdrawing a request for a collegewide curriculum committee), and elect members of the collegewide promotion and tenure committee instead of having them chosen by the president.

Despite these gains, the final ratification vote (28-17) was hardly unanimous. The vote on the previous contract, one in which faculty leaders say they came to agreement without knowing how their faculty stood and without being as united as they were in this contract, was 40-8. Why the present lack of unanimity?

Faculty leaders explain that of the 28 voting in favor of the contract, about half so voted because they sympathized with the plight of the students; the other half so voted because they favored the administration and "would do anything for a job." The 17 are a group "fed up" with this administration because, they say, the administration is not concerned about the educational needs of the students. The statement of one faculty member perhaps explains the sentiments of this group: "We could not come to an agreement because of the administration's total unwillingness to listen, to try to understand our goals. I would have to say the president (is unwilling) to listen. We are trying to bargain for faculty input into management. We are only trying to do that because management is not managing with academics (students and instruction) in mind. They run the college from a business point of view." If they had not gotten what they wanted, these faculty say, they would still be holding out. If they have to hold out again to achieve their demands, they are willing to do so. These faculty feel that students have been denied a good education because of the poor scheduling of classes, the curtailment of certain courses, and the lack of publicizing of the college.

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[6]The Middle States evaluation team that visited the college after the second contract negotiations indicated that faculty should have some voice in the college. Their recommendation that it be through the Academic Council was accepted by the administration and put into effect by this contract provision.

The tenor of these comments and of other comments and situations described earlier in this report seem to indicate that the governance relationship at CCBC has not been entirely satisfactory to either the faculty or the administration. The contractual relationship has not provided the faculty with legitimacy in the eyes of the administration; neither the contractual relation nor a supplement to it through the committee structure has given the faculty the authority they want to influence the direction of the college. Attitudes expressed and actions taken subsequent to settlement, together with new governance provisions in the contract itself, indicate that this conflict persists, but that some attempt to ameliorate it may be developing.

CAMPUS SITUATION FOLLOWING CONTRACT SETTLEMENT

After settlement of the contract, classes have resumed as usual. Retrenchment has proceeded at a high level, with notices going to at least 5 full-time faculty members. (One administrator explained that this retrenchment might not have occurred if the union had agreed to a 30-day extension of the 15 October notification date as specified in the contract so that final enrollment figures could be gathered.) Four grievances have been filed on new provisions in the contract, three relating to the retrenchment section and one to the seniority list. One grievance has already gone to arbitration. In addition, the faculty newsletter, Faculty Insights, No. 6 75-76, reports that at the first Society of Faculty meeting of the year, in November, the Society voted (26-1) no confidence in the president; faculty leaders (and the local PSEA nogotiator) say they will repeat this year's holdout again should it become necessary in the next round of talks. Faculty also report that relations with the administration are strained, but that they themselves are more united than ever. The PSEA negotiator reports that Society membership has increased by several members to a total membership of 47.

Administration also reports that relations are strained. Some feel that such fallout was inevitable after the round of negotiations; others feel that the faculty are, in fact, continuing to press for demands not won at the table. Administration reports that they, as a group, are strongly united and that the Board is also strongly united behind them. Administration perceives that the faculty lack trust in them. They feel that the lack of trust results, not out of frustrated desire for a say in the running of the institution, but out of the desire to continue the happy familial style of the initial days of CCBC. They perceive a faculty split.

Both faculty and administration did report some "background attempts" at communication. PSEA state-level officials have reported concern about the situation at CCBC.

A fair assessment of the new contract provisions would seem to be this: the faculty now have gained some leverage through the retrenchment provision, through the right to elect the members of the collegewide promotion and tenure committee, and through representation on the Academic Council. As of the time of the interviews, faculty

members said it was too early in the school year to tell if any of the new governance provisions were achieving the goal of faculty participation in governance.

CONCLUSIONS

Six points seem to be outstanding regarding the Community College of Beaver County experience:

1. The pattern of negotiations out of which the lockout at CCBC developed was not a new one--union submits demands in early summer, negotiations begin in midsummer, faculty hold out, administration threatens to close the college for a given time period--it had occurred in the last round of negotiations when the issue was not the survival issue of retrenchment but the financial one of salary increases.

2. An underlying strain exists in relations between the union and the administration at this institution. Faculty leaders report lack of trust in the administration, lack of communication, and disagreement about the legitimacy of the "business" attitude with which the administration manages the institution. Administration feels there is a hard core of faculty who do not trust them and who, although leaders, do not necessarily speak for the faculty as a whole.

3. The Board of CCBC stood solidly behind the administration in the decision to postpone the opening of classes and to close the college down if necessary for a semester. They perceived the climate to be such that they were liable to suit for not providing classes "within the time frame specified in the catalog." They also had seen the effect of a strike in the middle of the term at another institution in the state and did not want to be under the pressure it would create.

4. The faculty felt the retrenchment issue was one on which, even under threat of being shut down, they could not concede as they could in the last negotiations when the issue was salary. They say they would be holding out yet if they had not gotten what they wanted and that they would hold out again if necessary during the next negotiations.

5. The issue of job security was not the only major issue according to faculty. They say there are larger issues of what the mission of CCBC should be and who should govern the institution. To what extent should a vocationally-technically oriented institution include the liberal arts? Should only the administration "manage," or shouldthe faculty have power too?

6. The impasse/lockout itself apparently had little or no effect on the contract settlement, nor did the threatened closing of the institution. Settlement was brought about finally by the state PSEA negotiator, who convinced the Society of Faculty to settle in order eventually to resolve the larger questions of governance that were not on the table.

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